

1  
2  
3 BILL NO. S-75-06-28

4 SPECIAL ORDINANCE NO. S-127-75

5 AN ORDINANCE approving contracts with WAYNE ASPHALT  
6 & CONSTRUCTION for Resolution 5688-1975  
7 Resurfacing Program

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
9 WAYNE, INDIANA:

10 SECTION 1. That the contracts dated June 16, 1975, between the  
11 City of Fort Wayne, by and through its Mayor and the Board of Public Works  
12 and WAYNE ASPHALT & CONSTRUCTION CO., INC. for:

13 Contract D - \$62,900.05

14 Resurfacing Leesburg Road from S/P/L Spring Street to a point  
15 340 feet ± northwesterly to the Norfolk and Western Railroad;  
16 Brooklyn Avenue from S/P/L Taylor Street to the north pavement  
line of Covington Road

17 Contract E - \$103,028.75

18 Resurfacing Pettit Avenue from W/P/L Calhoun Street to E/P/L  
19 Fairfield Avenue, Calhoun Street from N/P/L Pettit Avenue to  
N/P/L Paulding Road

20 Contract F - \$55,067.00

21 Resurfacing Pettit Avenue from W/P/L Anthony Boulevard to  
22 E/P/L Gaywood Drive

23 for a total cost of \$220,995.80, all as more particularly set forth in said contracts  
24 which are on file in the Office of the Board of Public Works, and are by refer-  
25 ence incorporated herein, made a part hereof and are hereby in all things  
26 ratified, confirmed and approved.

27 SECTION 2. This Ordinance shall be in full force and effect from  
28 and after its passage and approval by the Mayor.

29  
30   
Councilman

31  
32  
33  
34  
35 APPROVED AS TO FORM  
AND LEGALITY.

  
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 6-24-75

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Talarico, and duly adopted, placed on its passage. Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>✓</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 7-9-75

Charles W. Westerman  
CITY CLERK  
M. G. Hancock Chief Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-127-75, on the 8th day of July, 1975.

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

James Stier  
PRESIDING OFFICER

M. G. Hancock Chief Deputy

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of July, 1975, at the hour of 2:30 o'clock A M., E.S.T.

Charles W. Westerman  
CITY CLERK  
M. G. Hancock Chief Deputy

Approved and signed by me this 9th day of July, 1975, at the hour of 2:30 o'clock P M., E.S.T.

James Stier  
MAYOR

Bill No. S-75-06-28

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving contracts with WAYNE ASPHALT & CONSTRUCTION for Resolution 5688-1975  
Resurfacing Program

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.  
Winfield C. Moses, Jr. - Chairman  
Eugene Kraus, Jr. - Vice-Chairman  
John Nuckols  
William T. Hinga  
Donald J. Schmidt

Winfield C. Moses, Jr.  
Eugene Kraus, Jr.  
John Nuckols  
William T. Hinga  
Donald J. Schmidt

Consensus  
MADE A MATTER OF RECORD  
DATE 7-8-75 CHARLES W. WESTERMAN, CITY CLERK



# THE CITY OF FORT WAYNE

board of public works

May 27, 1975

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Contracts have been awarded for the 1975 Street Resurfacing program as follows:

Contract "A" - Rieth-Riley Const. Co.	\$235,448.35
Contract "B" - Rieth-Riley Const. Co.	78,875.85
Contract "C" - Dailey Asphalt Products	347,826.20
Contract "D" - Wayne Asphalt & Const.	62,900.05
Contract "E" - Wayne Asphalt & Const.	103,028.75
Contract "F" - Wayne Asphalt & Const.	55,067.00
Contract "G" - Brooks Const. Co.	107,380.68

Due to the urgency for accomplishing these improvements during this construction season and the need for contractors to incorporate this work in their jobs schedule, the Board respectfully requests "Prior Approval" of these contracts.

Upon preparation of the contracts and receipt of contractors' bonds, they will be forwarded for formal approval and Ordinance.

Copies of bid tabulations and project involved are attached.

Sincerely,

BOARD OF PUBLIC WORKS

*Carl E. O'Neal*

Carl E. O'Neal, Member

CEO:bt

Attachments

cc: Mayor

APPROVED:

*Frederick W. West Jr.* *James H. Hays* *Paul J. Burns*  
*William T. Hays* *Eugene K. Kras* *Samuel J. Talarico*  
*D. Schmidt* *William T. Hays*  
MEMBERS OF THE COMMON COUNCIL

ATTEST:

*Charles W. Westergaard*  
City Clerk

AN EQUAL OPPORTUNITY EMPLOYER

# BID ANALYSIS SHEET

PROJECT 1975 Resurfacing (Contract "D")

OFFICE OF CITY ENGINEER

DATE May 14, 1975

RES. NO. 5688-1975

## MATERIAL

F O R T   W A Y N E   I N D I A N A

[illegible]

62-126-9 6/14/25

CITY PAID  
SUBJECT TO COUNCILMANIC APPROVAL  
Preliminary Meeting \_\_\_\_\_  
Ratification \_\_\_\_\_

# CONTRACT

This Agreement, made and entered into this 16 day of June, 1925

by and between -----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Contract "D", Res. No. 5688-75, by resurfacing Leesburg Road from S/P/L

Spring Street to a point 340 feet ± northwesterly to the Norfolk and Western

Railroad; Brooklyn Avenue from S/P/L Taylor Street to the north pavement line

of Covington Road.

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5688-1975 and at the following price per lineal foot -----

-----

at the following prices:

Pavement removal	Five dollars and no cents, per square yard	5.00
Hot asphalt #9 binder	Nineteen dollars and no cents, per ton	19.00
Hot asphalt #4 binder	Eighteen dollars and fifty cents, per ton	18.50
Hot asphalt A-2 City Mix	Twenty one dollars and no cents, per ton	21.00
Liquid asphalt tack coat	Seventy five cents, per gallon	.75
Water valves adjusted and set to grade	Thirty dollars and no cents, per each	30.00
Catch basins adjusted and set to grade	One hundred fifty dollars and no cents, per each	150.00
Manholes to be adjusted and set to grade	One hundred twenty five dollars and no cents, per each	125.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5688-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said \_\_\_\_\_ date \_\_\_\_\_, 19\_\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_\_

WAYNE ASPHALT AND CONSTRUCTION CO., INC.

BY: C. K. Shuman

ITS: James I.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. O'Neal

John H. Long  
Its Board of Public Works and Mayor.

APPROVED \_\_\_\_\_

CITY ATTORNEY

# GUARANTY BOND

Know All Men by These Presents, That we -----  
-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.----- Contractors

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY OF BALTIMORE, MARYLAND  
-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Sixty Two Thousand  
Nine Hundred Dollars and Five Cents-----

-----(\$62,900.05)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

did on the----- day of-----

-----, enter into a contract with the City of Fort Wayne to construct a  
-----Pavement

XXX-----  
-----SIXTY-TWO THOUSAND Contract "D", Res. No. 5688-1975,  
by resurfacing Leesburg Road from S/P/L Spring Street to a point 340 feet +  
northwesterly to the Norfolk and Western Railroad; Brooklyn Avenue from S/P/L  
Taylor Street to the north pavement line of Covington Road.

-----according to certain plans and specifications, and  
for a period of three (3) years  
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said-----

WAYNE ASPHALT AND CONSTRUCTION CO., INC.----- shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee; and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 5 day of June, 1975

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: Arthur C. Zent  
YASTE, ZENT & RYE, INC.

WAYNE ASPHALT AND CONSTRUCTION CO. (SEAL)

BY: C. K. Stewart (SEAL)

UNITED STATES FIDELITY & GUARANTY

ITS: James L. Biele (SEAL)

Attorney-in-fact

Approved this 16 day of June, 1975

Board of Public Works.

# LIABILITY BOND

Know All Men by These Presents, That we-----

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY of BALTIMORE, MARYLAND

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Sixty Two

Thousand Nine Hundred Dollars and Five Cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$62,900.05)-----

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 5 day of June, 1975

YASTE, ZENT & RYE, INC.

Authorized Agents

BY: Arthur C. Lurich

YASTE, ZENT & RYE, INC.

WAYNE ASPHALT AND CONSTRUCTION CO. (SEAL)

BY: C.K. Steward (SEAL)

UNITED STATES FIDELITY & GUARANTY

ITS: Barrett Smith (SEAL)

Attorney-in-fact

----- (SEAL)

Approved this 16 day of June, 1975

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

MAY 30, 1975

RE:

WAGE SCALE

CODE: S-SKILLED  
SS-SEMI SKILLED  
US-UNSKILLED  
IF-INDUSTRIAL FUND  
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.  
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35c	55c			3if
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING)	S	8.31		6%		4	2if
(HIGHWAY)	S	9.01	47	40		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	17+30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44+	29	7%	2	
GLAZIER	S	8.24	12		25	4	35c/holiday
IRON WORKER	S	9.70	55	65		1	
LABORER (BUILDING)	S-SS						
(HIGHWAY)	US	5.95-6.25	35	30		7	
(SEWER)	S-US-SS	5.90-6.05	35	30		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	2if
OPERATING ENGINEER (BUILDING)	S-SS						
(HIGHWAY)	US	6.75-9.15	40	40		5	
(SEWER)	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	9if
TEAMSTER (BUILDING)	S-SS						
(HIGHWAY)	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

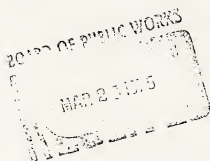
If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 24 DAY OF MAY, 1975

Wayne T. H. Allen  
REPRESENTING GOVERNOR, STATE OF INDIANA

Charles J. Gendron  
REPRESENTING THE AWARDED AGENT

Edna M. Allen  
REPRESENTING STATE A.F.L. & C.I.O.



# GENERAL POWER OF ATTORNEY

No. 83680

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Fort Wayne, State of Indiana,  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 19th day of April, A. D. 19 73

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By James A. Mappus Vice-President.

(SEAL)

(Signed) John H. Aitken Assistant Secretary.

STATE OF MARYLAND,  
BALTIMORE CITY, }

ss:

On this 19th day of April, A. D. 19 73 before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John H. Aitken, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John H. Aitken were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 74

(SEAL) (Signed) Herbert J. Aull Notary Public.

STATE OF MARYLAND  
BALTIMORE CITY, }

Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 19th day of April, A. D. 19 73

(SEAL) (Signed) Robert H. Bouse Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

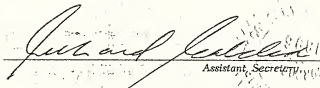
**Lane I. Grile**

of **Fort Wayne, Indiana**, authorizing and empowering **him** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) June 5, 1975

  
Assistant Secretary

## MATERIAL

[illegible]

62-126-10

4/6/75

CITY PAID  
SUBJECT TO COUNCILMANIC APPROVAL  
Preliminary Meeting \_\_\_\_\_  
Ratification \_\_\_\_\_

# CONTRACT

This Agreement, made and entered into this 16 day of June, 1975

by and between -----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Contract "E", Res. No. 5688-1975, by resurfacing Pettit Avenue from W/P/L Calhoun Street to E/P/L Fairfield Avenue, Calhoun Street from N/P/L Pettit Avenue to N/P/L Paulding Road.

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5688-1975 and at the following price per lineal foot -----

at the following prices:

Pavement removal	Five dollars and no cents, per square yard	5.00
Hot asphalt #9 binder	Nineteen dollars and no cents, per ton	19.00
Hot asphalt A-2 City Mix	Twenty one dollars and no cents, per ton	21.00
Curb removal	Three dollars and no cents, per lineal foot	3.00
New 6" x 6" curb on hooks	Three dollars and fifty cents, per lineal foot	3.50
New 6" x 18" curb	Eight dollars and fifty cents, per lineal foot	8.50

by grading and paving the roadway to a width of \_\_\_\_\_ feet with \_\_\_\_\_

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5688-1975 and at the following price per lineal foot \_\_\_\_\_

at the following prices:

Pavement removal	Five dollars and no cents, per square yard	5.00
Hot asphalt #9 binder	Nineteen dollars and no cents, per ton	19.00
Hot asphalt A-2 City Mix	Twenty one dollars and no cents, per ton	21.00
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New 6" x 6" curb on hooks	Three dollars and fifty cents, per lineal foot	3.50
New 6" x 18" curb	Eight dollars and fifty cents, per lineal foot	8.50
Catch basins adjusted and set to grade	One hundred fifty dollars and no cents, per each	150.00
Manholes adjusted and set to grade	One hundred twenty five dollars and no cents, per each	125.00
Liquid asphalt tack coat	Seventy five cents, per gallon	.75
Top soil	Twelve dollars and fifty cents, per ton	12.50
Mulching, seeding, and fertilizer	Ninety five cents, per square yard	.95
Routing joint and fill with asphalt filler	One dollars and fifty cents, per lineal foot	1.50
Water valves adjusted and set to grade	Thirty dollars and no cents, per each	30.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 3688-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19   until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

WAYNE ASPHALT AND CONSTRUCTION CO., INC.

BY: C. K. Stewart

ITS: pres

Contractor, Party of the First Part.

R. A. Lawrence  
City of Fort Wayne, By and Through:

Lawrence  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]  
CITY ATTORNEY

# GUARANTY BOND

Know All Men by These Presents, That we-----

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----Contractors

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY of BALTIMORE, MARYLAND

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Three  
Thousand Twenty Eight Dollars and Seventy Five Cents-----

-----103,028.75  
(\$-----)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

~~XXX~~ ~~XXXXXX~~ Contract "E", Res. No. 5688-1975,

by resurfacing Pettit Avenue from W/P/L Calhoun Street to E/P/L Fairfield Avenue,  
Calhoun Street from N/P/L Pettit Avenue to N/P/L Paulding Road.

-----according to certain plans and specifications, and  
for a period of three (3) years  
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said-----

WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 5 day of June, 1975

YASTE, ZENT & RYE, INC.

Authorized Agents

BY: Arthur C. Zwick  
YASTE, ZENT & RYE, INC.

WAYNE ASPHALT AND CONSTRUCTION CO., INC. (SEAL)

BY: C. K. Stewart (SEAL)

UNITED STATES FIDELITY & GUARANTY

INS: James J. Miller (SEAL)

Attorney-in-fact

Approved this 16 day of

June, 1975

Board of Public Works.

# LIABILITY BOND

Know All Men by These Presents, That we-----

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY of BALTIMORE, MARYLAND

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred

Three Thousand Twenty Eight dollars and Seventy Five cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

103,028.75  
(\$-----)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 5 day of June, 1975

WAYNE ASPHALT AND CONSTRUCTION CO., INC. (SEAL)

YASTE, ZENT & RYE, INC.

Authorized Agents

BY: Arthur C. Zwick  
YASTE, ZENT & RYE, INC.

BY: C. F. Stewart (SEAL)

UNITED STATES FIDELITY & GUARANTY

ITS: James J. Burke (SEAL)  
Attorney-in-fact

(SEAL)

Approved this 16 day of June, 1975

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

May 30, 1975

## WAGE SCALE

CODE: S-SKILLED  
 SS-SEMI SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

in compliance with the provisions of CHAPTER 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

## TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)  
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)  
(HIGHWAY)  
(SEWER)

LATHER

MILLWRIGHT &amp; PILEDRIVER

OPERATING ENGINEER (BUILDING)  
(HIGHWAY)  
(SEWER)

PAINTER

PLASTERER

PLUMBER &amp; STEAMFITTER

MOSAIC &amp; TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)  
(HIGHWAY)

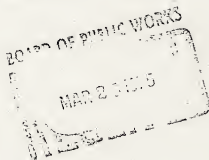
If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 21st DAY OF APRIL, 1975

William T. H. Allen  
 REPRESENTING GOVERNOR, STATE OF INDIANA.

Charles E. Gendron  
 REPRESENTING THE AWARDED AGENT.

John W. Allen  
 REPRESENTING STATE A.F.L. & C.I.O.



CLASS	RATE PER HR.	HOW	PEN	VAC	APP.	MISC.
S	9.95	35c	55c			3if
S	10.05	50	1.00		1c	
S	8.89	30	25		1	
S	8.31		6%		4	2if
S	9.01	47	40		5	2if
S	8.30	40				
S	9.10	30	17 1/2 30		4	
S	8.77	44 1/2	29	7%	2	
S	8.24	12		25	4	35c holiday
S	9.70	55	65		1	
S-SS US	5.95-6.25	35	30		7	
S-SS-SS	5.90-6.05	35	30		7	
S-SS-SS	6.25-7.33	35	30		7	
S	8.20		25		1	3if
S	8.64		6%		4	2if
S-SS US	6.75-9.15	40	40		5	
S-SS-US	6.61-8.30	30	30		5	
S-SS-US	7.07-9.27	40	40		5	
S	7.49-8.49	32	25		7	
S	7.91	40				
S	9.20	30	65		7	4if
S	6.65-8.50					
S	8.40		10			
S	9.19	35	30		4	9if
S-SS US	6.68-7.63	16pw	17pw			
S-SS-US	6.58-7.15	16pw	17pw			

# GENERAL POWER OF ATTORNEY

No. 83680

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Fort Wayne, State of Indiana,  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 19th day of April, A. D. 19 73

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By James A. Mappus Vice-President.

(SEAL) (Signed) John H. Aitken Assistant Secretary.

STATE OF MARYLAND,  
BALTIMORE CITY,

58:

On this 19th day of April, A. D. 19 73 before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John H. Aitken, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John H. Aitken were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19.....

(SEAL) (Signed) Herbert J. Aull Notary Public.

STATE OF MARYLAND  
BALTIMORE CITY,

Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 19th day of April, A. D. 19 73

(SEAL) (Signed) Robert H. Bouse Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

*I, Richard Calder*, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

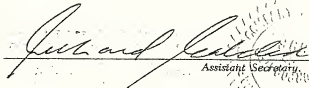
Lane I. Grile

of Fort Wayne, Indiana, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) June 5, 1975

  
Assistant Secretary

OFFICE OF CITY ENGINEER  
FORT WAYNE INDIANA

[illegible]

62-126-11

6/16/75

CITY PAID

SUBJECT TO COUNCILMANIC APPROVAL

Preliminary Meeting \_\_\_\_\_

Ratification \_\_\_\_\_

**CONTRACT**

This Agreement, made and entered into this 16 day of June, 1975

by and between -----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Contract "F", Res. No. 5688-1975, by resurfacing Pettit Avenue from W/P/L

Anthony Boulevard to E/P/L Gaywood Drive.

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5698-1975 and at the following price per lineal foot: -----

at the following prices:

Pavement removal	Five dollars and no cents, per square yard	5.00
Curb removal	Three dollars and no cents, per lineal foot	3.00
6" x 6" curb	Three dollars and fifty cents, per lineal foot	3.50
Hot asphalt #9 binder	Nineteen dollars and no cents, per ton	19.00
Hot asphalt A-2 City Mix	Twenty one dollars and no cents, per ton	21.00
Manholes adjusted and set to grade	One hundred twenty five dollars and no cents, per each	125.00

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5698-1975 and at the following price per lineal foot -----

at the following prices:

Pavement removal	Five dollars and no cents, per square yard	5.00
Curb removal	Three dollars and no cents, per lineal foot	3.00
6" x 6" curb	Three dollars and fifty cents, per lineal foot	3.50
Hot asphalt #9 binder	Nineteen dollars and no cents, per ton	19.00
Hot asphalt A-2 City Mix	Twenty one dollars and no cents, per ton	21.00
Manholes adjusted and set to grade	One hundred twenty five dollars and no cents, per each	125.00
Catch basins adjusted and set to grade	One hundred fifty dollars and no cents, per each	150.00
Water valves adjusted and set to grade	Thirty dollars and no cents, per each	30.00
New standard inlet	Seven hundred fifty dollars and no cents, per each	750.00
Liquid asphalt tack coat	Seventy five cents, per gallon	.75
Seeding, mulching, & fertilizer	One dollar and fifty cents, per square yard	1.50
Dirt backfill	Ten dollars and no cents, per ton	10.00
12" R.C.P., Class IV	Eighteen dollars and no cents, per lineal foot	18.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5688-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19\_\_\_\_, until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

WAYNE ASPHALT AND CONSTRUCTION CO., INC.

BY: C. K. Stewart

ITS: pres.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl C. Neal

John A. Ruff  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]  
CITY ATTORNEY

# GUARANTY BOND

Know All Men by These Presents, That we-----  
-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----Contractors

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY of BALTIMORE, MARYLAND  
-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Fifty Five  
Thousand Sixty Seven Dollars and No Cents-----

-----(\$55,067.00)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a  
-----Pavement

~~XXX~~ ~~Street from~~ Contract "F", Res. No. 5688-1975,  
by resurfacing Pettit Avenue from W/P/L Anthony Boulevard to E/P/L Gaywood Drive.

-----according to certain plans and specifications, and  
for a period of three (3) years  
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said-----

WAYNE ASPHALT AND CONSTRUCTION CO., INC. shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 5 day of June, 1975

YASTE, ZENT, & RYE, INC.  
Authorized Agents  
BY: *William C. Zurich*  
YASTE, ZENT & RYE, INC.

WAYNE ASPHALT AND CONSTRUCTION CO., INC. (SEAL)  
BY: *C. K. Stewart* (SEAL)  
UNITED STATES FIDELITY & GUARANTY  
ITS: *James J. White* (SEAL)  
Attorney-in-fact

Approved this 16 day of June, 1975

Board of Public Works.

# LIABILITY BOND

Know All Men by These Presents, That we-----

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY of BALTIMORE, MARYLAND

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Fifty Five

Thousand Sixty Seven Dollars and No Cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$55,067.00)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 5 day of June, 1975

YASTE, ZENT & RYE, INC.  
Authorized Agents  
*William C. Lurich*  
BY: YASTE, ZENT & RYE, INC.

WAYNE ASPHALT AND CONSTRUCTION CO., INC. (SEAL)  
BY: *CK Smith* (SEAL)  
UNITED STATES FIDELITY & GUARANTY  
ITS: *Lane J. Gild* (SEAL)  
Attorney-in-fact

(SEAL)

Approved this 16 day of June, 1975

*Carl O'Neal*  
Carl O'Neal

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

May 30, 1975

## WAGE SCALE

CODE: S-SKILLED  
 SS-SEMI SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

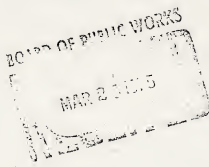
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

## TRADES OR OCCUPATION

	CLASS	RATE PER H3.	HOW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35c	55c			3if
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	2if
	S	9.01	47	40		5	2if
CEMENT MASON	S	8.30	40				
	S	9.10	30	17+30		4	
ELECTRICIAN	S	8.77	44½	29	7%	2	
ELEVATOR CONSTRUCTOR	S	8.24	12		25	4	35choliday
GLAZIER	S	9.70	55	65		1	
IRON WORKER	S-SS						
	US	5.95-6.25	35	30		7	
	S-US-SS	5.90-6.05	35	30		7	
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-US-SS	6.25-7.33	35	30		7	
	S	8.20		25		1	3if
LATHER	S	8.64		6%		4	2if
MILLWRIGHT & PILEDRIVER	S-SS						
	US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S	7.49-8.49	32	25		7	
PAINTER	S	7.91	40				
PLASTERER	S	9.20	30	65		7	4if
PLUMBER & STEAMFITTER	S	6.65-8.50					
MOSAIC & TERRAZZO GRINDER	S	8.40		10			
ROOFER	S	9.19	35	30		4	9if
SHEETMETAL WORKER	S-SS						
	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.58-7.16	16pw	17pw			
TEAMSTER (BUILDING) (HIGHWAY)	S						

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 21 DAY OF MAY, 19 75



William T. ...  
 REPRESENTING GOVERNOR, STATE OF INDIANA

...  
 REPRESENTING THE AWARDED AGENT.

...  
 REPRESENTING STATE A.F.L. & C.I.O.

# GENERAL POWER OF ATTORNEY

No. 83680

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Fort Wayne, State of Indiana,  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 19th day of April, A. D. 19 73

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By James A. Mappus Vice-President.

(SEAL)

(Signed) John H. Aitken Assistant Secretary.

STATE OF MARYLAND,  
BALTIMORE CITY, }

ss:

On this 19th day of April, A. D. 19 73 before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John H. Aitken, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John H. Aitken were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 74

(SEAL)

(Signed) Herbert J. Aull Notary Public.

STATE OF MARYLAND  
BALTIMORE CITY, }

Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 19th day of April, A. D. 19 73

(SEAL)

(Signed) Robert H. Bouse Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

*I*, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

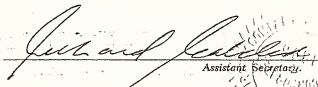
**Lane I. Grile**

of **Fort Wayne, Indiana**, authorizing and empowering **him** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) **June 5, 1975**

  
Assistant Secretary

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contracts with Wayne Asphalt & Construction in amount of \$62,900.05 for Contract D, \$103,028.75 for Contract E and \$55,067.00 for Contract F, Resolution 5688-1975, 1975 Resurfacing program.

SEE "PRIOR APPROVAL", BID TABULATIONS AND CONTRACTS ATTACHED

EFFECT OF PASSAGE

EFFECT OF NON-PASSAGE

MONEY INVOLVED (Direct Costs, Expenditures, Savings) 220,995.90

ASSIGNED TO COMMITTEE

*Public Works  
JP*